

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant BSMG Worldwide 1501 M Street, N.W. Washington, D.C. 20005		2. Registration No. 3911
3. Name of foreign principal Philippines Long Distance Telephone Company	4. Principal address of foreign principal 7/F Ramon Cojuangco Building Makati Avenue Makati City, Philippines	
5. Indicate whether your foreign principal is one of the following type:  <input type="checkbox"/> Foreign government  <input type="checkbox"/> Foreign political party  <input type="checkbox"/> Foreign or <input type="checkbox"/> domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual—State his nationality _____		
6. If the foreign principal is a foreign government, state: N/A  a) Branch or agency represented by the registrant.  b) Name and title of official with whom registrant deals.		
7. If the foreign principal is a foreign political party, state: N/A  a) Principal address  b) Name and title of official with whom registrant deals.  c) Principal aim		

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Telecommunications

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The Philippines Long Distance Telephone Company is a publicly held corporation

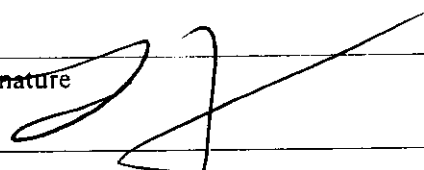
Date of Exhibit A

6/21/00

Name and Title

Lance Morgan, Partner

Signature



**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  BSMG Worldwide	2. Registration No.  3911
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3. Name of Foreign Principal

Philippines Long Distance Telephone Company (PLDT)

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide support to PLDT in organizing aspects of the visit of President Joseph Estrada of the Philippines to the United States.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide communications support to PLDT including preparation and distribution of informational materials, media relations, event management and strategic counsel.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Various federal agencies and Congress could possibly take action on matters related to the Company's interests. Consequently, our activities would explain their attitude toward any such activities and further explain the possible impact any such government decisions might have on the Philippine Long Distance Telephone Company.

Date of Exhibit B 6/21/00	Name and Title Lance Morgan Partner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

# BSMG WORLDWIDE

As of May 15, 2000

Mr. Manuel V. Pangilinan  
President and CEO  
Philippine Long Distance Telephone Company  
7/F Ramon Cojuangco Building  
Makati Avenue  
Makati City, Philippines

Dear Mr. Pangilinan:

This letter, when signed by both Philippine Long Distance Telephone Company (hereinafter "you" or "your") and BSMG Worldwide, Inc. (hereinafter "we", "us" or "our"), shall constitute the agreement (the "Agreement") between you and us with regard to our appointment by you as a consultant for communications work assigned to us by you.

1. For our services and outlays on your behalf, you agree to pay us compensation as follows:
  - (a) A project fee (the "Fee") of \$295,000. This Fee does not include creative services or media costs. If creative services and/or media costs are requested by you, we shall draft an addendum to this Agreement with mutually agreeable terms.
  - (b) The Fee is payable in three installments. The first installment of \$90,000 is payable upon execution of this Agreement. The second installment of \$90,000 is payable by June 15, 2000. The final installment of \$115,000 is payable by August 15, 2000.
  - (c) In addition, you shall reimburse us for our reasonable, actual out-of-pocket expenditures, upon receipt of itemization thereof. Any major expenditures – e.g. video production – shall be subject to your prior written approval. Any production-related expenditures – e.g. photography, printing -- shall be charged to you at cost plus 17.65% thereof and shall be subject to your prior written approval.

2. Our invoices are payable upon receipt and are considered delinquent after thirty (30) days, at which time you agree to pay us simple interest computed at one and one-half (1 1/2%) percent over the prime rate of interest in effect at Citibank, N.A., in New York City, on the amount outstanding at the end of such 30-day period, until such payment is received. You agree to reimburse us for any costs we incur (including reasonable attorney's fees) in connection with our attempts to collect any sums which are over thirty (30) days past due. In the event of a disputed charge, you shall notify us in writing of the disputed amount and reason for the dispute, and you shall pay all undisputed amounts owed while the dispute is under negotiation.
3. The term of this Agreement shall commence as of May 15, 2000 and shall continue through August 15, 2000, unless or until terminated by either party on not less than thirty (30) days prior written notice to the other, delivered by registered or certified mail. Upon termination of this Agreement, you shall be obligated to pay all fees and expenses incurred prior to the effective date of termination.
4. We agree that any and all contracts, correspondence, books, accounts and other sources of information relating to your accounts shall be available for inspection at our office by your authorized representative during ordinary business hours upon reasonable notice to us.
5. Upon termination of this Agreement and receipt of any outstanding payments due us, we shall transfer and make available to you or your representatives all property and materials in our possession or control which belong to you.
6. We agree that, in the process of providing professional services to you, you may provide sensitive confidential information, the disclosure of which would be to your detriment. We represent that we shall not use any of such information for any purpose except for your benefit under the professional services to be performed by us under this Agreement.
7. Each party agrees that during the Term hereof, and for a six-month period thereafter, it shall not solicit, employ, or attempt to employ (whether as employee, consultant or otherwise), an employee of the other party.

Philippine Long Distance Telephone Company  
As of May 15, 2000  
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8. You agree to indemnify, defend and hold us harmless from and against any loss, damage or expense, including reasonable attorney fees and costs, sustained by us as the result of any claim or action brought against us which is based upon information, data or the materials supplied by you to us or as a result of any action, administration or regulatory proceeding or investigation in which we are subpoenaed as a witness regarding the services provided by us hereunder.
9. This Agreement shall be construed in accordance with the laws of, and subject to the jurisdiction of the courts located in, the State of New York.

If the above meets with your approval, we would appreciate your so indicating by signing both enclosed originals of this letter where indicated. Please return one original to us and retain the other for your files.

Very truly yours,

BSMG Worldwide, Inc.

By

  
Lance Morgan  
Partner

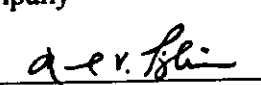
Date

June 20, 2000

ACCEPTED AND AGREED:

Philippine Long Distance Telephone  
Company

By

  
Manuel V. Pangilinan  
President and CEO

Date

15th June 2000

(philcon/jfd)